

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2014-08-27 15:39:30**Applicant** City of St. George**Quick Title** Professional Services - Dixie Center Erosion Protection Project**Subject** Approve a Professional Services Agreement for Rosenberg & Associates to perform environmental, design, engineering, and contractor bid documents for the Dixie Center Area - Erosion Protection Project.**Discussion****Cost** \$29,499.00**City Manager Recommendation** Necessary for the EDA/Dixie Center project to go forward. This contract is for design of the necessary erosion control and environmental permitting. Recommend approval.**Action Taken****Requested by** Deanna Brklacich**File Attachments** Rosenberg DC Erosion Exhibit A Work Plan 2014-08-30.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** Rosenberg DC Erosion Exhibit A Work Plan 2014-08-30.pdf

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 5th day of September, 2014, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Rosenberg Associates, with offices at 352 E Riverside Drive, Suite A-2, St. George, Utah 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide design engineering services including a complete set of plans and bid documents for the Dixie Center Property Erosion Protection and Permitting (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated August 30, 2014, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted

forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. PROJECT SERVICES DESCRIPTION

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. TERM OF AGREEMENT

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall

perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at December 31, 2014.

- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and

records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.

- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY**

Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS**

All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR**

- a. CITY retains CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before

CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
- i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
- i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
 - ii. The Insurance Endorsement shall evidence such provisions.

- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
- iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
 - ii. Such business automobile insurance shall include each of the following types:

1. Comprehensive form, including loading and unloading.
2. Owned.
3. Hired.
4. Non-owned.

12. **INDEMNITY AND LIMITATION**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all

intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:
City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Jay Sandberg

CONSULTANT:
Rosenberg Associates
352 E Riverside Drive, Suite A-2
St. George, Utah 84790
Attention: Rick Rosenberg

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided

hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: City of St. George

CONSULTANT: Rosenberg Associates

Jonathan T. Pike, Mayor

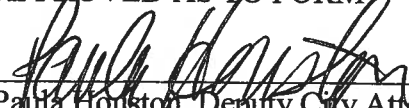


By: Rick Rosenberg, Principal

ATTESTED:

Christina Fernandez, City Recorder

APPROVED AS TO FORM



Paula Houston, Deputy City Attorney

EXHIBIT A WORK PLAN

PROJECT 7576-12

CLIENT City of St. George

Erosion Protection Permitting & Engineering

City Property East of the Dixie Center

EFFECTIVE DATE August 30, 2014

WORK PLAN

Work Description	Staff	Hrs	Cost	Total	
246 Erosion Protection Plans & Specifications 10 Site Plan Prepare a site plan of the proposed erosion protection improvements required by the erosion hazard assessment detailing the locations and grades for rock rip-rap, site contouring, drainage patterns and landscaped areas. Include construction notes and specifications references. Landscaping details will be provided by the City Parks Department. 20 Erosion Protection Details Prepare construction details of the proposed improvements, including cross-sections, dimensions, specifications references and construction notes. 30 City Review & Approvals Review the construction plans with the City Engineer. Follow through with the City JUC and City Engineering review process. 40 Specifications Prepare construction specifications for the project construction documents for the work shown on the plans and details.	Principal Engineer Project Engineer I Designer I Project Engineer I Designer I Principal Engineer Project Engineer I Project Engineer IV Project Engineer I	\$108 \$68 \$57 \$68 \$57 \$108 \$68 \$105 \$68	24 80 80 16 24 6 8 4 8	\$2,592 \$5,440 \$4,560 \$1,088 \$1,368 \$648 \$544 \$420 \$544	\$16,240
264 Project Cost Estimates 10 Preliminary Budget Estimate Prepare a preliminary budget for construction of the erosion protection improvements and forward it to the City Staff and City Manager for project discussion and budgetting. 20 Engineer's Opinion of Construction Cost Prepare an Engineer's Opinion of Cost based on the final construction plans, specifications and enviromental permit requirements and forward it to the City Staff.	Principal Engineer Project Engineer I Principal Engineer Project Engineer I	\$108 \$68 \$108 \$68	2 8 2 4	\$216 \$544 \$216 \$272	\$1,248
410 Project Bid and Contractor Selection 10 Prepare Contract Documents Prepare standard construction documents including a notice to contractors, bid schedule, instructions to bidders, bid form, contract, bond forms, general conditions and special provisions. 20 Advertise for Bidders Prepare digital and hard copy bid documents and assist the City with project advertising. Forward to area plan rooms. 30 Prebid Meeting & Addenda Assist the City with prebid meeting, bidder site walk and answer questions from bidders. Prepare addenda if necessary.	Principal Engineer Project Engineer I Principal Engineer Project Engineer I Principal Engineer Project Engineer I	\$108 \$68 \$108 \$68 \$108 \$68	2 16 2 8 4 8	\$216 \$1,088 \$216 \$1,040 \$432 \$544	\$4,512

Work Description	Staff	Hrs	Cost	Total
40 Contractor Selection & Notice of Award Attend the bid opening, review the bids & bond documents, prepare a bid tabulation and assist the City in selection of a contractor. Prepare the Notice of Award.	Principal Engineer \$108 Project Engineer I \$68	4 8	\$432 \$544	
346 Environmental Permits 10 Regulatory Agency Consultations Coordinate consultations with the Utah State Engineer's Office and the US Army Corps of Engineers Regulatory Office to review the proposed project scope of work. Determine the applicable permit application and supplemental environmental documents required for permitting. 20 Cultural Resource Inventory Conduct a Historic Properties Search and Cultural Resource Inventory of the project area and prepare a report. Submit the report to the State Historic Preservation Office for review. 30 Ordinary High Water Mark Delineation Complete a delineation of the ordinary high water mark of the Virgin River within the project area as defined by US Army Corps of Engineers methods. Prepare a technical memo describing the findings, proposed impacts to waters of the US including recent aerial mapping overlays and surveyed river cross sections. 40 Biological Assessment It is not anticipated that a new biological assessment will be required for this project. It is assumed the Biological Opinion prepared by the Virgin River Program for the Washington County Flood Control Authority for maintenance activities on the Virgin River will apply. 50 Regulatory Permit Applications Complete the appropriate permit applications for the proposed project as required by the US Army Corps of Engineers and Utah State Engineer. Include the appropriate location mapping, description of the work, proposed construction plans, environmental impacts and mitigation recommendations. It is anticipated the Virgin River Program protocols will be incorporated into the recommendations to minimize impacts. Submit to the reviewing agency for approval. Follow through with the review process.	Principal Engineer \$108 Project Engineer I \$68 Bighorn Consultants Project Engineer I \$68 Designer I \$57 Principal Engineer \$108 Project Engineer I \$68 Designer I \$57 TBD Principal Engineer \$108 Project Engineer I \$68 Designer I \$57	4 4 1 2 3 2 8 16 2 16 16	\$432 \$272 \$2,600 \$136 \$171 \$216 \$544 \$912 \$0 \$216 \$1,088 \$912	 \$7,499
Project Totals		266		\$29,499



EXHIBIT A WORK PLAN

PROJECT 7576-12

CLIENT City of St. George

Erosion Protection Permitting & Engineering

City Property East of the Dixie Center

EFFECTIVE DATE August 30, 2014

WORK PLAN

Work Description	Staff	Hrs	Cost	Total	
246 Erosion Protection Plans & Specifications 10 Site Plan Prepare a site plan of the proposed erosion protection improvements required by the erosion hazard assessment detailing the locations and grades for rock rip-rap, site contouring, drainage patterns and landscaped areas. Include construction notes and specifications references. Landscaping details will be provided by the City Parks Department. 20 Erosion Protection Details Prepare construction details of the proposed improvements, including cross-sections, dimensions, specifications references and construction notes. 30 City Review & Approvals Review the construction plans with the City Engineer. Follow through with the City JUC and City Engineering review process. 40 Specifications Prepare construction specifications for the project construction documents for the work shown on the plans and details.	Principal Engineer Project Engineer I Designer I Project Engineer I Designer I Principal Engineer Project Engineer I Project Engineer IV Project Engineer I	\$108 \$68 \$57 \$68 \$57 \$108 \$68 \$105 \$68	24 80 80 16 24 6 8 4 8	\$2,592 \$5,440 \$4,560 \$1,088 \$1,368 \$648 \$544 \$420 \$544	\$16,240
264 Project Cost Estimates 10 Preliminary Budget Estimate Prepare a preliminary budget for construction of the erosion protection improvements and forward it to the City Staff and City Manager for project discussion and budgeting. 20 Engineer's Opinion of Construction Cost Prepare an Engineer's Opinion of Cost based on the final construction plans, specifications and enviromental permit requirements and forward it to the City Staff.	Principal Engineer Project Engineer I Principal Engineer Project Engineer I	\$108 \$68 \$108 \$68	2 8 2 4	\$216 \$544 \$216 \$272	\$1,248
410 Project Bid and Contractor Selection 10 Prepare Contract Documents Prepare standard construction documents including a notice to contractors, bid schedule, instructions to bidders, bid form, contract, bond forms, general conditions and special provisions. 20 Advertise for Bidders Prepare digital and hard copy bid documents and assist the City with project advertising. Forward to area plan rooms. 30 Prebid Meeting & Addenda Assist the City with prebid meeting, bidder site walk and answer questions from bidders. Prepare addenda if necessary.	Principal Engineer Project Engineer I Principal Engineer Project Engineer I Principal Engineer Project Engineer I	\$108 \$68 \$108 \$68 \$108 \$68	2 16 2 8 4 8	\$216 \$1,088 \$216 \$1,040 \$432 \$544	\$4,512

Work Description	Staff		Hrs	Cost	Total
<p>40 Contractor Selection & Notice of Award Attend the bid opening, review the bids & bond documents, prepare a bid tabulation and assist the City in selection of a contractor. Prepare the Notice of Award.</p>	Principal Engineer Project Engineer I	\$108 \$68	4 8	\$432 \$544	
<p>346 Environmental Permits</p> <p>10 Regulatory Agency Consultations Coordinate consultations with the Utah State Engineer's Office and the US Army Corps of Engineers Regulatory Office to review the proposed project scope of work. Determine the applicable permit application and supplemental environmental documents required for permitting.</p> <p>20 Cultural Resource Inventory Conduct a Historic Properties Search and Cultural Resource Inventory of the project area and prepare a report. Submit the report to the State Historic Preservation Office for review.</p> <p>30 Ordinary High Water Mark Delineation Complete a delineation of the ordinary high water mark of the Virgin River within the project area as defined by US Army Corps of Engineers methods. Prepare a technical memo describing the findings, proposed impacts to waters of the US including recent aerial mapping overlays and surveyed river cross sections.</p> <p>40 Biological Assessment It is not anticipated that a new biological assessment will be required for this project. It is assumed the Biological Opinion prepared by the Virgin River Program for the Washington County Flood Control Authority for maintenance activities on the Virgin River will apply.</p> <p>50 Regulatory Permit Applications Complete the appropriate permit applications for the proposed project as required by the US Army Corps of Engineers and Utah State Engineer. Include the appropriate location mapping, description of the work, proposed construction plans, environmental impacts and mitigation recommendations. It is anticipated the Virgin River Program protocols will be incorporated into the recommendations to minimize impacts. Submit to the reviewing agency for approval. Follow through with the review process.</p>	Principal Engineer Project Engineer I Bighorn Consultants Project Engineer I Designer I Principal Engineer Project Engineer I Designer I TBD Principal Engineer Project Engineer I Designer I	\$108 \$68 \$68 \$57 \$108 \$68 \$57 \$108 \$68 \$57	4 4 1 2 3 2 8 16 2 16 16	\$432 \$272 \$2,600 \$136 \$171 \$216 \$544 \$912 \$216 \$1,088 \$912	\$7,499
Project Totals			266		\$29,499

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2014-08-28 15:02:18**Applicant** Wes Jenkins**Quick Title** Bid Award - Tonaquint Cemetery Road Ext.**Subject** Consider approval of an agreement with JP Excavating to build the Tonaquint Cemetery road extension for 72,312.75**Discussion****Cost** \$72,312.75

City Manager Recommendation This project has been planned for a couple of years and we finally received the easement necessary to construct this road. This road will provide an additional access to the Cemetery and eventually the All Abilities park. Funds will come from the Capital Project fund. Recommend approval.

Action Taken**Requested by****File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Final Bid Tab

Tonaquint Cemetery Road Extension
INQUIRY # 14-0040

BID SCHEDULE

No.	Item	Unit	Estimated Quantity	Engineer's Estimate		JP Excavating		Western Rock		PCI	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	Lump	1	\$2,700.00	\$2,700.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00
2	Traffic Control	Lump	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$165.00	\$165.00
3	Clear and Grub	Sq Yd	1,700	\$0.50	\$850.00	\$0.25	\$425.00	\$0.28	\$476.00	\$0.28	\$476.00
4	Demolish and Remove Ex. Asphalt	Sq Ft	3,300	\$0.40	\$1,320.00	\$0.50	\$1,650.00	\$0.54	\$1,782.00	\$0.28	\$924.00
5	Demolish and Remove Ex. Curb and Gutter	Ln Ft	92	\$10.00	\$920.00	\$2.00	\$184.00	\$2.20	\$202.40	\$0.55	\$50.60
6	Demolish and Remove Ex. Concrete Waterway	Sq Ft	600	\$2.50	\$1,500.00	\$3.00	\$1,800.00	\$3.20	\$1,920.00	\$0.55	\$330.00
7	3.5" Asphalt	Sq Ft	13,675	\$1.75	\$23,931.25	\$1.75	\$23,931.25	\$1.70	\$23,247.50	\$1.93	\$26,392.75
8	Type II Road Base - 7" Depth	Sq Ft	13,675	\$0.70	\$9,572.50	\$0.70	\$9,572.50	\$0.75	\$10,256.25	\$1.00	\$13,675.00
9	HB30-7 Concrete Curb and Gutter	Ln Ft	561	\$14.00	\$7,854.00	\$13.00	\$7,293.00	\$12.50	\$7,012.50	\$10.52	\$5,901.72
10	8" Concrete Waterway	Sq Ft	1,323	\$7.50	\$9,922.50	\$5.00	\$6,615.00	\$8.00	\$10,584.00	\$9.40	\$12,436.20
11	8" C-900 Waterline	Ln Ft	170	\$21.00	\$3,570.00	\$21.00	\$3,570.00	\$22.35	\$3,799.50	\$31.00	\$5,270.00
12	8" PVC Sewer	Ln Ft	222	\$22.00	\$4,884.00	\$26.00	\$5,772.00	\$27.50	\$6,105.00	\$21.00	\$4,662.00
13	60" Sewer Manhole	Each	1	\$3,400.00	\$3,400.00	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$5,300.00	\$5,300.00
Bid Schedule Total					\$71,424.25		\$72,312.75		\$75,985.15		\$78,983.27

Sunroc				B Hansen Construction				Goran			
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$9,800.00	\$9,800.00				
\$1,875.00	\$1,875.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00				
\$0.23	\$391.00	\$1.30	\$2,210.00	\$1.00	\$3,300.00	\$1.10	\$1,870.00				
\$0.40	\$1,320.00	\$4.00	\$3,680.00	\$3.25	\$1,950.00	\$5.44	\$500.48				
\$5.00	\$460.00	\$1.85	\$25,298.75	\$0.70	\$9,572.50	\$3.00	\$1,800.00				
\$0.80	\$480.00	\$1.32	\$18,051.00	\$1.85	\$25,298.75	\$2.35	\$32,136.25				
\$1.85	\$25,298.75	\$16.50	\$9,256.50	\$15.00	\$8,415.00	\$1.49	\$20,375.75				
\$1.32	\$18,051.00	\$8.50	\$11,245.50	\$15.00	\$19,845.00	\$11.50	\$8,415.00				
\$8.50	\$11,245.50	\$45.00	\$7,650.00	\$25.00	\$4,250.00	\$41.00	\$6,970.00				
\$45.00	\$7,650.00	\$47.00	\$10,434.00	\$32.00	\$7,104.00	\$37.00	\$8,214.00				
\$6,150.00	\$6,150.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,310.00	\$4,310.00				
\$97,611.75				\$102,313.25				\$115,390.98			

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2014-08-26 15:55:06**Applicant** Energy Services**Quick Title** Approve Millcreek O&M Proposal**Subject** Approve awarding the three year Technical O&M services for Millcreek Generation Facility to GE

Discussion At the End of June the existing GE O&M Agreement for technical services at the Millcreek Generating Facility was terminated. The staff decided at that time to re-evaluate the needs at the Facility. The staff then prepared a Request for Proposals (RFP) that decscribed the services needed. The RFP had three options that the staff wanted proposals for. Option one was to have a full time tech advisor on site with allotted tech services hours, similiar to the recent arrangement. Option two was to provide the block of tech service hours only and tooling. Option three was for time and material only no block hours or availability requirements. After a thorough review of the proposals and evaluation, the staff is recommending the City award option two with GE for \$68,400 and for going the full-time onsite advisor and just going with the 300 hrs of block tech service hours. The award would be for three years and escalates at 3% each year.

Cost \$68,400**City Manager Recommendation** Recommend approval as it is less than budgeted amounts and seems to be a good change.**Action Taken****Requested by** P.Solomon**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2014-08-28 16:47:35

Applicant C. Hood

Quick Title Bid Award - Vehicles for Parks Division

Subject (6) New 1/2 ton Super Cab Trucks for Parks Dept.

Discussion Bids were received from 3 suppliers. Larry Miller Ford, Newby Buick and St. George Ford. Larry Miller Ford provided the low bid in the amount of \$ 21,545.00 each for a total of \$ 129,270.00

Cost \$129,270.00.00

City Manager Recommendation Approved in current budget recommend approval.

Action Taken

Requested by Courtney Stephens

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments \$ 142,000 was budgeted and approved for these 6 vehicles. 1 other truck will be purchased from Larry Miller Ford for Facility Services from their approved budgeted amount of \$ 25,000.

DRAFTAgenda Item Number : **2E****Request For Council Action**

Date Submitted 2014-08-28 16:17:16**Applicant** Courtney Stephens/Fleet**Quick Title** Bid Award - Police Vehicles**Subject** 6 new 2015 Ford Utility Police Interceptors for the Police Department**Discussion** Bid were received by 2 suppliers , Larry Miller Ford and St. George Ford. The low bid was submitted by Larry Miller Ford in the amount of \$ 31,173.00 each The local vendor, St. George Ford was within 5% of the low bid (\$31,394.00 each)and agreed to match the non-local low bid.**Cost** \$187,038.00**City Manager Recommendation** Recommend approval for St. George Ford to receive award after they exercised the local preference match under our purchasing ordinance.**Action Taken****Requested by****File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Recommend the bid award to St. George Ford. The approved budget for these vehicles was \$ 274,342.00

DRAFTAgenda Item Number : **3A**

Request For Council Action

Date Submitted 2014-08-25 10:31:45**Applicant** MK Cox Development**Quick Title** Public Hearing & Ord for rezone; A-1 & RE-12.5 to RE-20

Subject Consider a request to change the zone from A-1 (Agricultural, 40,000 sq ft minimum lot size) and RE-12.5 (Residential Estates, 12,500 sq ft minimum lot size) to RE-20 (Residential Estates, 20,000 sq ft minimum lot size) on a total of 46.67 acres located between 2580 E. and 2790 E., north of 1300 South and the River Hollow Subdivision.

Discussion This request from the MK Cox family would change A-1 & RE-12.5 zones to RE-20 (approximately half acre minimum lot size). The family proposes to subdivide the property into half acre lots. The City General Plan designates this area as Low Density Residential (1-4 homes/acre). The PC held a public hearing on this request and recommends approval of the zone change.

Cost \$0.00

City Manager Recommendation Meets general plan and provides some larger lots for this area. Planning Commission recommends approval.

Action Taken**Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

Zone Change

PLANNING COMMISSION AGENDA REPORT: 08/12/2014
CITY COUNCIL SET HEARING DATE: 08/21/2014
CITY COUNCIL MEETING: 09/04/2014

ZONE CHANGE — PUBLIC HEARING

MK Cox Development

Case No. 2014-ZC-010

Request: To rezone from A-1 (Agricultural; 40,000 sq. ft. minimum lot size) and RE-12.5 (Residential Estates; 12,500 sq. ft. minimum lot size) to RE-20 (Residential Estates; 20,000 sq. ft. minimum lot size).

Applicant: MK Cox Development
640 E 700 S
St George, Utah 84790

Representative: Rosenberg Associates

Area: 46.67 acres

Current Zone(s): A-1 & RE-12.5

General Plan: LDR - Low Density Residential (Up to 4 du/acre)

Density: Up to 4.0 du/acre

Location: Located between 2580 E Street & 2780 E Street, north of 1300 S Street and the existing River Hollow subdivision.

Adjacent zones: North: A-1
East: A-1 & R-1-12
South: R-1-12
West: RE 12.5

Project: This zone change if approved would allow for the future submittal of residential subdivision plats.

Notice: Notice letters were sent to property owners within a 500 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

Comments: This change is in harmony with the current General Plan of this area and Staff recommends approval.

P.C.: The Planning Commission recommends approval.

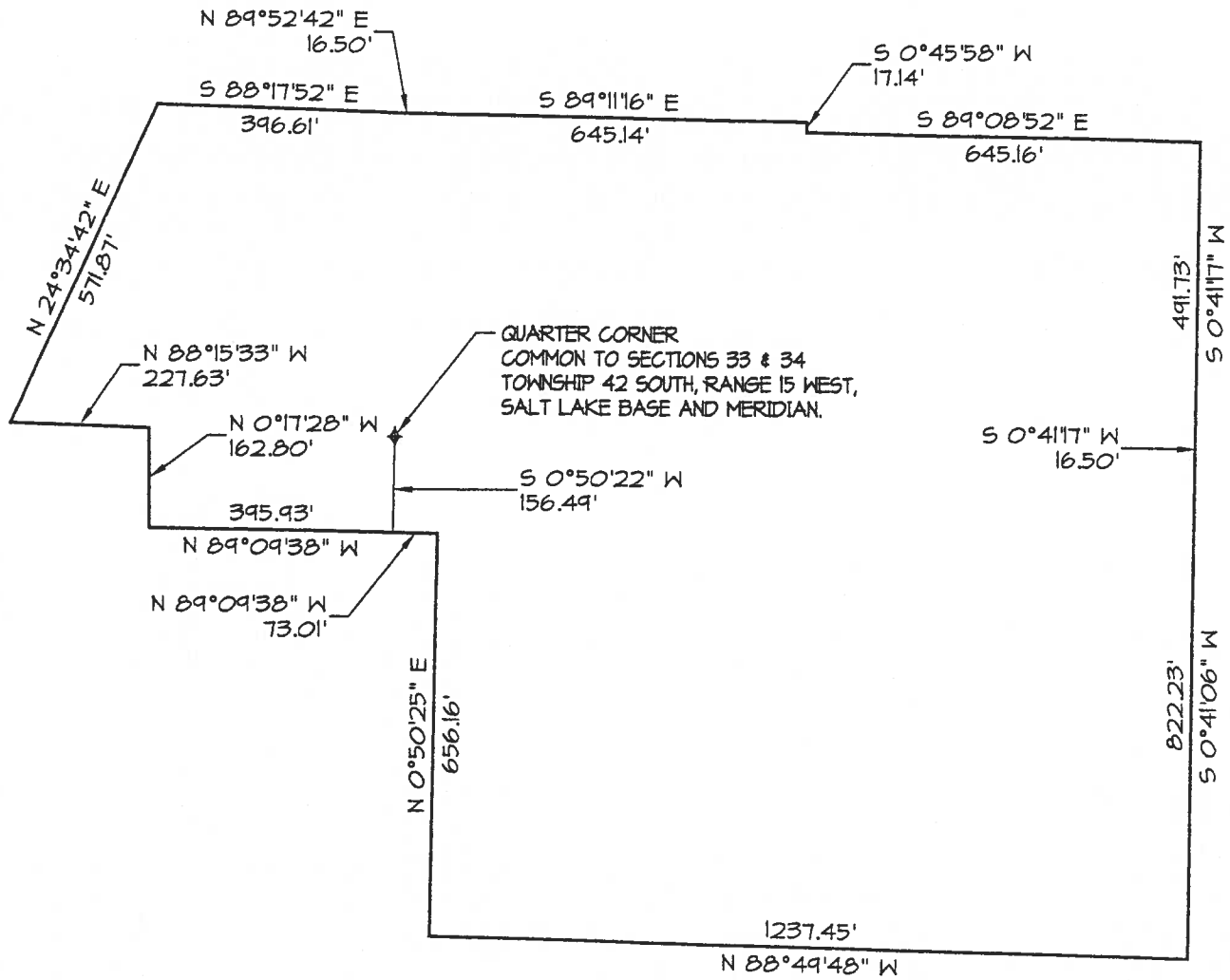




2014-ZC-010 - Area Zoning

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

July 28, 2014



DATE 01/23/2014
 JOB NO. 526-B
 DESIGNED BY: JLM
 CHECKED BY: BEA
 DWG. Zone Change

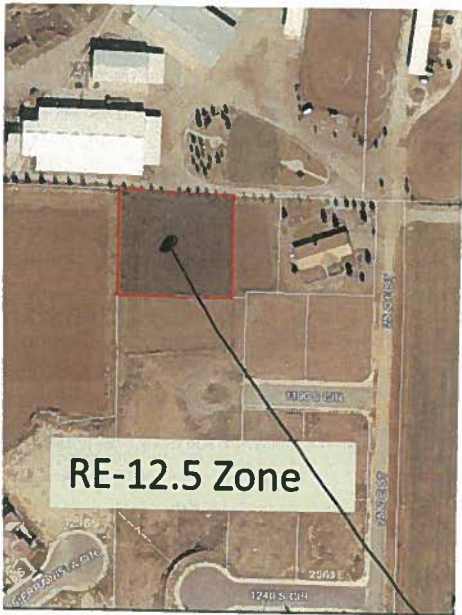
Zone Change Boundary
 FOR
 Legal Description
 River Hollow Subdivision
 St. George, Utah

352 East Riverside Drive,
 Suite 102, St. George, Utah
 84770-1020
 (435) 671-8700 FAX (435) 671-8701



ROSENBERG
 ASSOCIATES
 CIVIL ENGINEERS • LAND SURVEYORS

SHEET
1
 OF 1 SHEETS



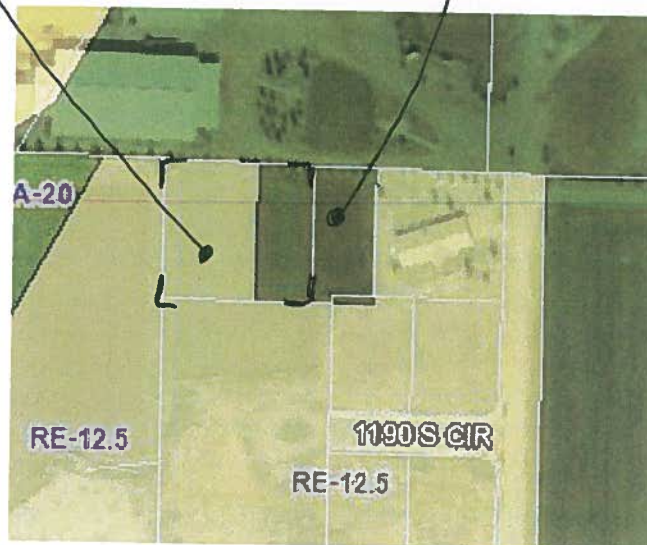
SG-5-2-33-2102 - 0.54 acres

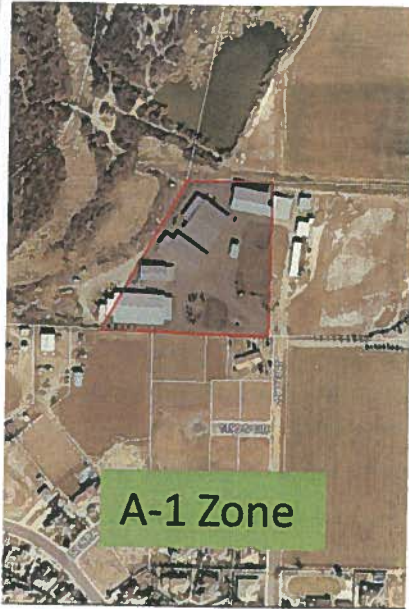


SG-5-2-33-2104 - 0.26 acres



SG-5-2-33-212 - 1.57 acres





SG-5-2-33-1200 - 6.0 acres



SG-5-2-34-4330 - 7.48 acres



SG-5-2-34-4320 - 9.91 acres



SG-5-2-34-3400 - 20.61 acres

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM A-1 AND RE-12.5 TO RE-20 ON 46.67 ACRES

WHEREAS, the property owner has requested a zone change on 46.67 acres from A-1 (Agricultural) and RE-12.5 (Residential Estate 12,500 square foot minimum lot size) to RE-20 (Residential Estate 20,000 square foot minimum lot size); and

WHEREAS, the City Council held a public hearing on this request on September 4, 2014; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from A-1 and RE-12.5 to RE-20 on 46.67 acres generally located between 2580 E Street and 2780 E Street, north of 1300 S Street and the existing River Hollow subdivision, and more specifically described on the attached property legal description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 4th day of September, 2014.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

Zone Change Description

Beginning at a point on the section line and the northerly line of River Hollow Phase 4, said point being South 00°50'22" West 156.49 feet along the section line from the Quarter corner common to Sections 33 and 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence North 89°09'38" West 395.92 feet along and beyond the northerly line to the northwest corner of said River Hollow Phase 4;

thence North 00°17'28" West 162.80 feet to the center section line;

thence North 88°15'33" West 227.63 feet along said Center Section line;

thence North 24°34'42" East 571.87 feet;

thence South 88°17'52" East 396.61 feet to the Section Line;

thence North 89°52'42" East 16.50 feet to the westerly line of Block 2, Joseph Sander's Entry;

thence South 89°11'16" East 645.14 feet to the easterly line of Lot 3, Block 2, Joseph Sander's Entry;

thence South 00°45'58" West 17.14 feet along said easterly line of Lot 3;

thence South 89°08'52" East 645.16 feet to the easterly line of Block 2, Joseph Sander's Entry;

thence South 00°41'17" West 491.73 feet along easterly line to the southeast corner of Block 2, Joseph Sander's Entry;

thence South 00°41'17" West 16.50 feet to the northeast corner of Block 2, A. Sullivan's Entry;

thence South 00°41'06" West 822.23 feet along said easterly line of Block 2, A. Sullivan's Entry to the northeast corner of River Hollow Phase 1;

thence North 88°49'48" West 1,237.45 feet along the northerly line of River Hollow Phase 1 and to and along the northerly line of River Hollow Phase 2 and to and along said northerly line of River Hollow Phase 1 and to and along the northerly line of Dias Subdivision Amended to the southeast corner of said River Hollow Phase 3;

thence North 00°50'25" East 656.16 feet along the easterly line of said River Hollow Phase 3 and to and along the easterly line of River Hollow Phase 4 to its northeast corner;

thence North 89°09'38" West 73.00 feet along the northerly line of River Hollow Phase 4 to the Point of Beginning.

Containing 2,032,808 square feet or 46.67 acres.



DRAFTAgenda Item Number : **6A**

Request For Council Action

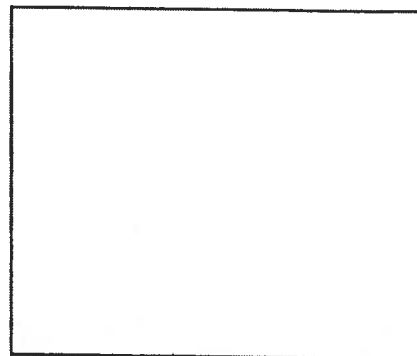
Date Submitted 2014-08-27 17:29:41**Applicant** Rebekah Pectol**Quick Title** Celebrating Service Festival - United Way Dixie's 20th Anniver**Subject** Consideration of a request to waive the Town Square Park use fee.**Discussion** The Celebrating Service Festival will be held at Town Square on September 27 from 11 am to 10 pm. The United Way Dixie would like the community to share in this celebration as this event will provide a fun festival type celebration for all. This special event will include activity type booths, food and live music entertainment.**Cost** \$0.00**City Manager Recommendation** Sounds like a great event for Town Square. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Celebrating Service Festival CC.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Celebrating Service Festival CC.pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE



City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
events@sgcity.org

EVENT NAME: Celebrating Service Festival - UWO 20th Year Ann.

Applicant's Name: Rebekah Pectol

Organization: United Way Dixie

Mailing Address: 198 North 100 East

City, State, Zip: St. George, UT 84770

Day Phone: 435-674-5939

Cell/other: 435-313-9550

E-mail: info@unitedwaydixie.org

Event Web Address (if applicable): www.unitedwaydixie.org

Alternate contact name: James English

Day Phone:

Cell/other: 435-668-1246

E-mail:

EVENT DETAILS

LOCATION: Town Square - Greens Area

Location Details/Address: Town Square -

Event	Date(s): Sept. 27th - 2014	Start time: 12:00	End time: 9:00 pm
Set-up	Date(s): Sept. 27th - 2014	Start time: 8:00 am	End time: 10:00 am
Clean-up	Date(s): Sept. 27th - 2014	Start time: 9:00 pm	End time: 10:00 pm

Is this a recurring event? no If yes; daily, weekly or other?

Is this a Annual Event? Possibly If yes; Same date and Place? yes

TYPE OF ACTIVITY check all that apply:

- | | | | | | |
|--|----------------------------------|-----------------------------------|---------------------------------------|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Film Production | <input type="checkbox"/> Parade | <input type="checkbox"/> Sporting | <input type="checkbox"/> 10K | <input type="checkbox"/> Block Party | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Outdoors Sales | <input type="checkbox"/> Fun run | <input type="checkbox"/> Dance | <input type="checkbox"/> 1/2 Marathon | <input type="checkbox"/> Other: | |

PARTICIPANTS

Number of participants expected: 1500

Number of volunteers/event staff: 50

☒ Open to the Public Free

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☐ Fee for Participants/
Racers/Runners Only

EVENT _____

SPECIAL EVENT PERMIT APPLICATION

Page 2 of 5

VENDORS/FOOD/ALCOHOL *check all that apply* Booth Sponsors

<input checked="" type="checkbox"/> Vendors/merchants Quantity: 50	<input checked="" type="checkbox"/> Vendors giving away products/services	<input checked="" type="checkbox"/> Vendors selling products/food
<input type="checkbox"/> Food	<input type="checkbox"/> catered by restaurants/vendors	SW Utah Health Dept., (435) 986-2580
<input checked="" type="checkbox"/> given away	<input type="checkbox"/> prepared on site maybe	Utah DABC, (801) 977-6800
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> beer stands	Bus. Licensing, (435) 627-4740
<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales	

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input checked="" type="checkbox"/> Tents/Pop-up Canopies	Amount: 50-60	SG Fire Dept. (435) 627- 4150
	Dimensions: 10x10 Canopies	

<input checked="" type="checkbox"/> Temporary Stage	Dimensions: 2 temporary stages
---	--------------------------------

Description of Tents/Canopies/Stage, etc.: ~~typical~~ normal staging and sound for entertainmentSITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding	
<input type="checkbox"/> Barricades	
<input type="checkbox"/> Portable Sanitary Units	(must obtain privately)
<input checked="" type="checkbox"/> Music if yes, check all that apply	<input type="checkbox"/> Acoustic <input checked="" type="checkbox"/> Amplified (must obtain privately)
<input checked="" type="checkbox"/> PA/Audio system	Type/Description: Provided by Cherry Creek Radio
<input type="checkbox"/> Fireworks / Fire Performances / Open Flame	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Trash/Recycle bin coordination on site	WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> Road Use	Location: SG City Public Works Dept., (435) 627-4050
<input type="checkbox"/> Sidewalk Use	Location: <input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
<input type="checkbox"/> Parade	# of Floats:

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Bebekah Pector

Print Applicant's Name

Bebekah Pector

Applicant's Signature

4/1/2014

Date

☐ Please do NOT include my event on the City Event Calendar Website



Attachment "A"

Special Event Application

Event: Celebrating Service Festival- United Way Dixie's 20th Year Anniversary

Date: September 27th, 2014

Location: Town Square

Event Description

United Way Dixie is honored to be celebrating our 20th year anniversary this year. We will be celebrating 20 years of service to our community and successfully funding over 3.5 million dollars towards vital human service programs in the Washington County area. We would like to share this celebration with the community by providing a fun festival type celebration in Town Square called the "Celebrating Service Festival" which has been scheduled for September 27th, 2014. There will be two main focuses for this event which include high impact community outreach and fundraising for our local non-profit organizations. Funds raised during this event will benefit 25 non-profit agencies here in Washington County, 16 of which are current United Way Partner Agencies and provide critical services for families in the areas of helping children succeed, supporting health and wellness, providing basic needs, and supporting the vulnerable and aging population.

Key areas of this event include:

- **Booth Sponsors:** We would like to invite a total of 50 booth sponsors. All booths will follow the City, Health Dept, and State Tax Dept. guidelines.
 - 25 will be reserved free of charge for local non-profit organizations to provide community outreach and a type of fundraiser/activity for the public.
 - 25 will be honoring local businesses/campaign holders to donate a booth sponsor fee to be determined. These booths will be made up of food/snack/activity type booths and will be asked to show their support by donating a portion to be determined of their profits. 100% of the fee/funds will be donated to United Way Dixie going right back into our community helping to support our 16 non-profit Partner Agencies.
 - All booths will provide their own Liability Insurance Certificate, Food Permit, and sales tax permit if applicable prior to the event.

GIVE. ADVOCATE. VOLUNTEER.

198 North 100 East, St. George, Utah 84770

Office 435-674-5939 * Fax 435-673-9105

Email: info@unitedwaydixie.org Website: www.unitedwaydixie.org

Mail donations to: P.O. Box 895, St. George, UT 84771

- **Entertainment:** There will be two stages set up at each end of the Town Square grass area.
 - **Large Stage:** This stage will be set-up at the East side of the cement stair area and will host throughout the day our presentations, non-profit agencies speeches, and entertainment. Entertainment will include local bands, music groups, and large dance groups. Entertainment will be pre-approved by our planning committee and will be required to be family oriented.
 - **Small Stage-** Will be set-up at the West end of the Grass area and will host smaller entertainment including small dance groups, single acts/singers, etc....
 - **Event Highlight:** As an event highlight United Way Dixie will be coordinating with a larger type musician to perform right before the conclusion of the event. Ideas are to contact a Utah based performer such as a past American Idol participant. The City will be notified of the identity of the performer prior to the contract and completion of the Special Event Application process.
- **Ball/Prize Drop-** Canyon Media will sponsor a ball drop give away at the event. Numbered balls will be sold on air to the public prior to the event as an opportunity to win several prizes. At the event the balls are then lifted up in a boom truck and dropped in a roped off grass section. Depending on where the numbered balls land will determine the prize won. Grand prize will be a car giveaway donated by Stephen Wade, second place will be \$1000 cash donated by a bank, and \$5,000-\$10,000 worth of other prizes to follow.

GIVE. ADVOCATE. VOLUNTEER.

198 North 100 East, St. George, Utah 84770

Office 435-674-5939 * Fax 435-673-9105

Email: info@unitedwaydixie.org Website: www.unitedwaydixie.org

Mail donations to: P.O. Box 895, St. George, UT 84771

Date: 08/25/2014

Submitted To: City of St. George City Council

Subject: Request for sponsorship.

LIVE UNITED *LIVE*- Downtown St. George

United Way Dixie is excited to announce the 1st Annual "LIVE UNITED *LIVE*" Music Festival. A community celebration honoring United Way Dixie's 20 Year Anniversary! In partnership with Cherry Creek Radio this event will provide a family oriented music festival show-casing the best of our vibrant local talent in Town Square at downtown St. George.

The Music Festival will feature all day entertainment from 14 well known Utah based bands, musicians, and artists including headlining artists Sam Payne, Peter Brienholt, and "We are the Strike". In addition 50 vender spaces will be onsite and 25 local non-profit agencies providing outreach, education, family friendly activities, and great food!

A Ball Drop Prize Giveaway will be featured at our event giving away a CAR as the GRAND PRIZE followed by over \$15,000 worth of prizes! Popular local radio personalities from Cherry Creek Radio will be broadcasting live, adding to the community excitement throughout the day.

On behalf of United Way Dixie, we would like to request **The City of St. George to support this wonderful community celebration.**

The areas of support needed are as listed:

- **Town Square reservation fees waived.**
- **Permission and donation to utilize ONE City of St. George Leisure Services stage structure on the event day of September 27th, 2014.** We value our current partnership with The City of St. George and will commit to covering all staffing and/or other cost incurred to the City in order to complete this request.

Having these supports provided will help aid in the success of our event by lowering the event cost allowing more funds to go back to our community helping to fulfill our event mission of 100% of funds raised will go directly to our 17 local non-profit organizations serving the Washington County area.

To show our gratitude towards our long term and very meaningful partnership, United Way Dixie will provide **The City of St. George with a \$2500 Event Sponsorship** in order to show your support and dedication to United Way Dixie and our community.

We sincerely thank you for your continued support!

Board of Directors
United Way Dixie

GIVE. ADVOCATE. VOLUNTEER.

198 North 100 East, St. George, Utah 84770

Office 435-674-5939 * Fax 435-674-9105

Email: info@unitedwaydixie.org Website: www.unitedwaydixie.org

Mail donations to: P.O. Box 895, St. George, UT 84771

Top of the Billboard Sponsorship

Event: LIVE UNITED *LIVE*- Town Square Event

Date: September 27th, 2014

Time: 11:00am-10:00pm

Location: Town Square, 86 S Main St, St George, UT 84770

Estimated Attendees: 3000 Plus

\$2500 Donation

- Medium logo professionally printed on ALL event flyers, signs, promotional material, and displayed on website.
- Opportunity to display sponsors banner (provided by company) on Secondary Entertainment Stage.
- Opportunity to include business promotional items within VIP Artist Bag Giveaways.
- Optional Prime Vender Space (10X10 measurements) during event. Prime Vender Space to be located in prime area by main stage and artist/entertainment area. See event layout.
- Multiple sponsor mentions on PA Announcements throughout event day.
- Sponsor name mentions on Entertainment Stage throughout the event day.
- Sponsor name mentions throughout event day during Live Radio Broadcasts on Cherry Creek Radio's stations B92.1, Star 98 FM, Big Classic Country 97.7, and Big Kickin Country 107.3.

GIVE. ADVOCATE. VOLUNTEER.

198 North 100 East, St. George, Utah 84770

Office 435-674-5939 * Fax 435-674-9105

Email: info@unitedwaydixie.org Website: www.unitedwaydixie.org

Mail donations to: P.O. Box 895, St. George, UT 84771



United Way Dixie

PARTNER AGENCIES 2014-2016

2-1-1 Information and Referral Service

2-1-1

Dial 2-1-1 for health and human services information and referrals in the Washington County and Statewide areas.

Alzheimer's and Dementia Society

319-0407

Provides direct services through education, tools, resources, activity groups, and respite care, to clients, families, and caregivers who are effected by Alzheimer's and Dementia.

Big Brothers Big Sisters of Utah- Southern Utah

986-9776

Provides children facing adversity with strong and enduring, professionally supported 1- to-1 relationships that change a child's life for the better, forever.

Boy Scouts of America- Washington County Utah District

628-5172

Scouting is a youth development program which combines education, character development, citizenship training, physical fitness, community service, and the outdoors, with lifelong values for boys ages 7-21 and girls ages 14-21.

Community Education

652-7675

Provides KidSpace Extended Learning Programs at high risk elementary schools in Washington County. Assists students with homework, family life, physical fitness and social skills while providing a safe after school environment.

Doctors' Volunteer Clinic of St. George

656-0022

The clinic is a non-profit organization providing access to free medical, mental health, and dental services for the uninsured, low income and homeless population of Washington County.

D.O.V.E. Center

628-1204

HOTLINE: 628-0458

Provides a safe shelter, crisis, court and medical advocacy, along with counseling services to assist women and children who are, or have been, victims of domestic or sexual abuse.

Erin Kimball Memorial Foundation

673-1659

Provides a bridge from emergency shelters to healthy independence for homeless families fleeing family violence.

Family Support Center

674-5133

Provides crisis nursery, respite care, foster respite care, parenting education, safe visitation exchange, and supplemental care for families.

Foster Grandparent Program

674-5757

A Volunteer Center program that provides low income seniors the opportunity to serve in the Washington County Schools providing assistance and instruction to at-risk students.

H.O.M.E.

674-5757

The Volunteer Center's Homeless Prevention program is designed to help individuals and families become self-sufficient to obtain and maintain housing.

Intermountain Specialized Abuse Treatment Center

628-8075

Provides assistance for abuse victims including individual, group, and family therapy in a safe, comfortable outpatient setting. Through treatment clients heal emotionally and become survivors.

Senior Companion Program

674-5757

A Volunteer Center program that engages low income seniors in compassionate service for frail and elderly individuals while promoting a lifetime commitment to service of others.

The Arc of Washington County

619-5067

Promotes the human rights of people with intellectual disabilities and actively supports their inclusion through interactive activities and social events throughout their lifetimes..

The Learning Center for Families

673-5353

Is a comprehensive family support program for vulnerable pregnant women and children birth to five. They provide home-visiting, play groups, therapy, special education, mental health and advocacy.

T.U.R.N Community Services

673-5251

Provides an array of services and specialized support for people of all ages with developmental disabilities.

Utah Legal Services – So. UT Community Legal Center

628-1604

Provides low-income clients and victims of domestic violence legal assistance in civil cases, including protective orders, family law matters, disability and health care benefits.

LIVE UNITED



Live



PRESENTED
BY

Cherry
Creek
Radio

UNITED WAY
DIXIE

September 27th 11 AM - 10 PM

TOWN SQUARE DOWNTOWN STG

B92.1
TODAY'S
HIT MUSIC

**GEORGE'S
CORNER**
"Especially Good Food"

FEATURING

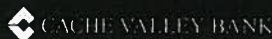


Peter Breinholt · Sam Payne · Janet Robin
Many Miles · Soul What · The Famous Unknowns
John Houston's Gospel Choir · Jason Tyler Burton
Women of Southern Utah · House of Sons
The Academy

Family activities
Amazing Vendors
25 non-profits
GREAT FOOD
Ball Drop
Car Giveaway
15K in prizes!

LIVE MUSIC ALL DAY!

SPONSORS



design by **StarSign**
it's about you



100% of Proceeds from Music Fest to Benefit 17 local Non-Profit Agencies



**Event: LIVE UNITED LIVE- Music Festival Downtown St George
United Way Dixie's 20yr Anniversary Celebration**

Date: September 27th, 2014

Event Time: 11:00am-10:00pm

Location: Town Square, 86 S Main St, St George, UT 84770

Artist Line-Up 2014

Entertainment Stage #1:

John Houston's Gospel Choir

Genre- Celebratory Gospel Music

www.facebook.com/JohnHoustonAndHisGospelChoir

The Famous Unknowns

Genre- The Ultimate Show Band

www.thefamousunknowns.us

www.facebook.com/TheFamousUnknownsUSA

Soul What

Genre- RMB and Soul

www.reverbnation.com/soulwhat

www.facebook.com/SoulWhatMusic

Many Miles

Genre- Acoustic Rock

www.facebook.com/manymilesband

Pre Headlining Artists

Janet Robin (with local support full band)

Genre- Rock, RMB, Americano

www.janetrobin.com

www.facebook.com/janet.robin

Sam Payne (with local support full band)

Genre- American Folk Art Singer and Storyteller

www.sampayne.com

www.facebook.com/sampayne

Peter Breinholt (with local support full band)

Genre-

www.peterbreinholt.com

www.facebook.com/peter.breinholt

Headlining Artist

8:30pm- We are the Strike

Genre- Pop, Funk, Rock

www.wearethestrike.com

www.facebook.com/wearethestrike

Entertainment Stage #2:

The Academy

Genre- School of Rock

www.facebook.com/pages/The-Academy/107287574530

House of Sons

Genre- High School Rock Band

<http://www.reverbnation.com/houseofsons>

<https://www.facebook.com/HouseOfSons>

Women of Southern Utah

Lyndy Buttler,

Genre- Americana

<http://www.reverbnation.com/lyndyrogersbutlermusic>

Mikalene Ipson

Genre- Modern Country

<http://www.reverbnation.com/mikalene>

www.facebook.com/mikalene.ipson

Salamasina Tina Tumanuvao

Genre- Alternative Rock

www.facebook.com/stumanuvao

Jason Tyler Burton

Genre- American Folk Art

<http://www.jasontylerburton.com/>

www.facebook.com/jasontylerburton

Local Support Band

Ryan Tilby, Guitar- Steve Lemmon, Bass- John Houston, Hammond
Keyboards, and Piano- Steve Flaig, Drums, Percussion



LIVE UNITED™



Date: 8/11/2014

Submitted To: City of St. George Council

Attn: Mayor Jon Pike and City Council

Subject: Invitation to attend and support event.

LIVE UNITED LIVE- Town Square Celebration

United Way Dixie is excited to announce the 1st Annual "LIVE UNITED LIVE" Music Festival. A community celebration honoring United Way Dixie's 20 Year Anniversary! In partnership with Cherry Creek Radio this event will provide a family oriented music festival show-casing the best of our vibrant local talent in Town Square at downtown St. George. The event will host 50 business booth spaces onsite and 25 local non-profit agencies providing outreach, education, family friendly activities, and great food!

During this event United Way Dixie is excited to host a Ball Drop Prize Giveaway which consists of selling numbered balls to the public giving them the opportunity to win many great prizes including a Grand Prize Car Giveaway. At the event numbered balls are then dropped onto a roped off lawn area from a lifted boom truck. There is a cone shaped hole in the ground and the ball that lands in it wins our grand prize followed by several other prizes totaling a value of over \$15,000. We anticipate making over \$25,000 during our ball drop in which 100% will go towards 17 local non-profit organizations who provide vital human service programs throughout Washington County.

On behalf of United Way Dixie, we would like to take this opportunity to **invite the City of St. George Mayor Jon Pike, and two City Council Members to attend this wonderful event and community celebration by serving as Ball Drop Judges.** As an Event Judge your role will be to measure the golf balls after they fall onto the lawn area determining their distance from the hole and assigning them in order to then be matched up with a prize. It is asked that the Event Judges also announce the top three grand prize winners during our live radio broadcast adding to the excitement and success of this event. During this time it is also asked that Mayor Jon Pike give a few short words in recognition of United Way Dixie's 20 years of service to our community. There will be several media and promotional incentives during this time.

Date: September 27th, 2014

Time: The arrival time for Ball Drop Judges will be **3:50pm** and committed time should last no longer than an hour and a half.

Location: Town Square, 86 S Main St, St George, UT 84770

1st Year Event Estimated Attendees: 3000 Plus

A full agenda will be given to you prior to the event listing the details and responsibilities.

As UNITED WAY DIXIE has done for 20 years, 100% of funds raised at this event will go directly to 17 local non-profit partner agencies providing vital human service programs in the Washington County Area. We could not provide for these agencies without the generous support of people like you! *Will you join us in the Celebration?*

Sincerely,
Board of Directors, UNITED WAY DIXIE

GIVE. ADVOCATE. VOLUNTEER.

198 North 100 East, St. George, Utah 84770

Office 435-674-5939 * Fax 435-674-9105

Email: info@unitedwaydixie.org Website: www.unitedwaydixie.org

Mail donations to: P.O. Box 895, St. George, UT 84771

DRAFTAgenda Item Number : **6B**

Request For Council Action

Date Submitted 2014-08-27 17:02:14

Applicant Neal Smith

Quick Title Southwest Utah's Recovery Day Celebration

Subject Consideration of a request to waive the Special Event permit fee.
Consideration of a request to waive the Town Square Park use fee.

Discussion The 5th annual Recovery Day celebration will be held at Town Square on September 25 from 4 pm to 7 pm. This event provides a time and a place for the community to come together and join in the celebration of recovery. The public is invited to attend this celebration that includes free food, games and family activities.

Cost \$0.00

City Manager Recommendation Has been held in the past and we have not had any problems that I am aware of. Recommend approval.

Action Taken

Requested by Bill Swensen

File Attachments [SW Utah Recovery Day CC \(3\).pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [SW Utah Recovery Day CC \(3\).pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Southwest Utah's Recovery Day Celebration

Applicant's Name: Neal Smith

Organization: Southwest Behavioral Health Center

Mailing Address: 474 West 200 North #300

City, State, Zip: St. George, Utah 84770

Day Phone: (435)634-5605

Cell/other: (435)632-5456

E-mail: nsmith@sbhcutah.org

Event Web Address (if applicable): www.swbehavioralhealth.com

Alternate contact name: Angi Graff

Day Phone: (435)986-8561

Cell/other: (435)229-7178

E-mail: agraff@sbhcutah.org

EVENT DETAILS *(Complete additional event details on page 3 of this form)*

LOCATION Town Square in downtown St. George

Location Details/Address: Grass area behind the water features and restrooms

Event	Date(s): Thursday, Sept. 25, 2014	Start time: 4:00pm	End time: 7:00pm
Set-up	Date(s): Thursday, Sept. 25, 2014	Start time: 2:00pm	End time: 4:00pm
Clean-up	Date(s): Thursday, Sept. 25, 2014	Start time: 7:00pm	End time: 9:00pm

Is this a recurring event? No **If yes; daily, weekly or other?**

Is this a Annual Event? Yes **If yes; Same date and Place?** 4th Thursday in Sept. at Town Square

TYPE OF ACTIVITY *check all that apply:*

<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> 10K	<input type="checkbox"/> 1/2 Marathon	<input type="checkbox"/> Dance	<input type="checkbox"/> Block Party
<input type="checkbox"/> Other:					

PARTICIPANTS

Number of participants expected: 350

Number of volunteers/event staff: 15

☒ Open to the Public

☐ Private Group/Party

If event is open to the public, is it: ☐ Entrance Fee/Ticketed Event?

☐ Fee for Participants/
Racers/Runners Only

☒ FREE

SPECIAL EVENT PERMIT APPLICATION

Page 2 of 5

EVENT _____

VENDORS/FOOD/ALCOHOL *check all that apply*

<input checked="" type="checkbox"/> Vendors/merchants	Quantity:	<input type="checkbox"/> Vendors <i>giving</i> away products/services	<input type="checkbox"/> Vendors <i>selling</i> products/food
<input checked="" type="checkbox"/> Food	<input checked="" type="checkbox"/> given away	<input checked="" type="checkbox"/> catered by restaurants/vendors	<input type="checkbox"/> prepared on site
<input type="checkbox"/> Alcoholic Beverages	<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales

SW Utah Health Dept., (435) 986-2580
Utah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input checked="" type="checkbox"/> Tents/Pop-up Canopies	Amount: 15-20	SG Fire Dept. (435) 627- 4150
	Dimensions: 10'x10'	
<input checked="" type="checkbox"/> Temporary Stage	Dimensions: 18' Wide x 12' Deep x 1' high	

Description of Tents/Canopies/Stage, etc.: Forevermore Events to furnish stage, tables and chairs

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding		
<input type="checkbox"/> Barricades		
<input type="checkbox"/> Portable Sanitary Units		(must obtain privately)
<input checked="" type="checkbox"/> Music <i>if yes, check all that apply</i>	<input type="checkbox"/> Acoustic	<input checked="" type="checkbox"/> Amplified
<input checked="" type="checkbox"/> PA/Audio system	Type/Description: Bearinger Mixing Board & Speakers	
<input type="checkbox"/> Fireworks / Fire Performances / Open Flame		SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site		SG Fire Dept. (435) 627- 4150
<input checked="" type="checkbox"/> Trash/Recycle bin coordination on site		WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> Road Use	Location:	SG City Public Works Dept.,
	(please include details on site map)	(435) 627-4050
<input checked="" type="checkbox"/> Sidewalk Use	Location:	<input checked="" type="checkbox"/> Will stay on sidewalks and
	(please include details on site map)	follow pedestrian laws
<input type="checkbox"/> Parade	# of Floats:	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input checked="" type="checkbox"/> Private Security/Officers	Company name: WCSD	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input checked="" type="checkbox"/> Drawing or Raffle		SG City Legal Dept. Diana Hamblin, (435) 627-4606
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Neal Smith for
Southwest Behavioral Health Center

Print Applicant's Name

Applicant's Signature

7/21/2014

Date

☐ Please do NOT include my event on the City Event Calendar Website

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- *Please be sure to include any elements of your event that will help our review committee.*

This is the 5th annual **RECOVERY DAY** celebration Southwest Behavioral Health Center has organized in St. George in conjunction with the Utah Fall Substance Abuse Conference held at the Dixie Center. The purpose of the event is to celebrate the recovery from substance abuse addictions!

This celebration is for those individuals in our community, who have discovered that through treatment, they can recover from addictions and the harmful effects those addictions create in their lives and the lives of their families. Since the individual's recovery is often times supported by their families love, it's important to include them in this celebration.

Therefore, this event was organized to provide a time and a place for the community to come together and join in the celebration of recovery. To accomplish this we provide free food, free speakers, free music, and free information to anyone who attends!

While the Southwest Behavioral Health Center may take the lead in organizing the event, the event really is a partnership with other agencies and organizations, including self-help groups and recovery programs throughout the state. This is one reason the event is held in conjunction with the Utah Fall Substance Abuse Conference, as it allows statewide programs to show what they offer for treatment resources to our local individuals who may be interested in seeking assistance outside our area.

Since this is a Recovery Celebration, we try to make the event festive by providing free family entertainment. We'll buy tickets to the City's Carousel and pass them out to the children, we'll give away free pizza (prepared off site and delivered to us) and water, we'll have games and activities for the children, we'll have a band playing throughout the event, and then have speakers giving their personal experiences of recovery.

The event begins in the afternoon with set-up of booths and the stage from 2pm to 4pm, and then the actual event runs from 4pm to 7pm, with the take down from 7pm to 8pm.



reach
out

SHARE YOUR
STORY

SPEAK
UP

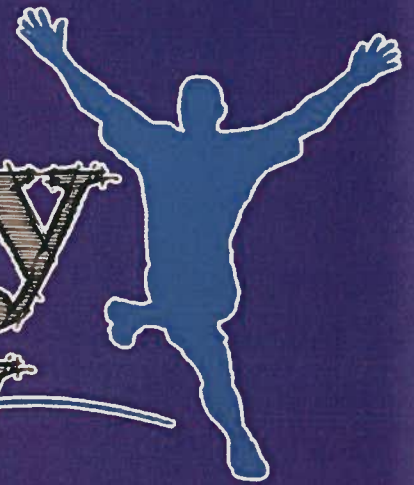
St. George Town Square

September 25th

4:00 - 7:00pm

Recovery SOUTHWEST UTAH Day

A Celebration of Recovery from Addiction & Mental Illness



Free Food, Games, Prizes, Family
Activities & Information Fair

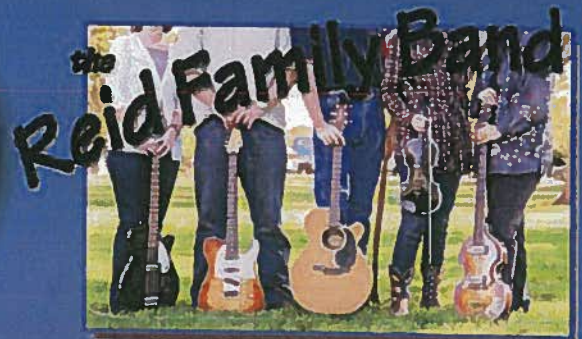
5k or 5 mile
FUN Walk/Run

For Recovery (Wed. 24th)

Run starts and ends at the Confluence Park
(by the Dixie Center). Pre-registration
online at www.sbhcc.us

Free t-shirts to the first 50 registrants
Check in starts at 5:45pm
Walk/Run begins at 6:00pm

Live Music
by



DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2014-08-27 17:07:38**Applicant** Desert Canyons Development, Inc.**Quick Title** Development Agreement Amendment Re: Desert Canyons Park**Subject** Development Agreement Amendment, Community Park Deadline Extension for Desert Canyons.**Discussion** Consider approval of an amendment to the July 16, 2009 Development Agreement between Desert Canyons Development, Inc. and the City of St. George. The Amendment would extend the deadline for the developer to dedicate a Community Park to the City. The extension is approximately four months, from July 16, 2014 to November 14, 2014.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** City of St. George L**File Attachments** [FINAL Park Ext Ag Desert Canyons.docx](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** No other extensions are granted by the Amendment.**Attachments** [FINAL Park Ext Ag Desert Canyons.docx](#)

When Recorded Return to:
City of St. George
Attn: Legal Department
175 East 200 North
St. George, Utah 84770

Tax ID #: SG-6745-G-1, SG-6745-G-2, SG-6745-G-3, SG-6745-G-4, SG-6745-G-5, SG-6745-G-6, SG-6745-G-7, SG-6745-G-8, SG-6745-G-9, SG-6745-G-10, SG-6745-G-13, SG-6745-G-14, SG-6745-I-1, SG-6745-I-2.

**DEVELOPMENT AGREEMENT AMENDMENT,
COMMUNITY PARK DEADLINE EXTENSION
FOR DESERT CANYONS**

THIS DEVELOPMENT AGREEMENT AMENDMENT, COMMUNITY PARK DEADLINE EXTENSION FOR DESERT CANYONS (herein "Amendment"), is entered into this _____ day of _____, 2014, by and between Desert Canyons Development, Inc., a Utah corporation, ("Developer") and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City") for the land to be included in or affected by the project known as "Desert Canyons."

RECITALS

WHEREAS, the Developer and City met to review the Development Agreement for Desert Canyons, which was recorded as Document No. 20090028798 with the Washington County Recorder, State of Utah (hereinafter "Development Agreement"), before the five year anniversary of the effective date thereof, which effective date is July 16, 2009; and

WHEREAS, among issues that were raised and discussed in relation to the Development Agreement review, Developer and City agree that to confirm the location of the Community Park related to Article 7.5.4 thereof, a site visit is warranted; and

WHEREAS, City, acting pursuant to its authority under UTAH CODE ANNOTATED 10-9a-101, et seq. has elected to approve this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Amendment.
2. Amendment. The Development Agreement is hereby amended to extend the deadline for the dedication of the Community Park contained in Article 7.5.4 until November 14, 2014. No other extensions or modifications under the Development Agreement are granted by this Amendment.

IN WITNESS WHEREOF, the parties hereunder have executed this Amendment on the date first written above.

Attest:

**Christina Fernandez,
City Recorder**

Victoria H. Hales, Assistant City Attorney

Curt Gordon, President

On the _____ day of _____, 2014 personally appeared before me Curt Gordon, who being duly sworn, did say that he is the President of Desert Canyons Development, Inc., and Curt Gordon indicated to me that he executed the foregoing on behalf of said corporation by authority of a resolution of its board of directors.

On the _____ day of _____, 2014, personally appeared before me Jonathan T. Pike, who being duly sworn, did say that he is the Mayor of the City of St. George, and Jonathan T. Pike indicated to me that he executed the same on behalf of said municipal corporation by authority of a resolution of its City Council..

Notary Public

Secs. 25, 26, 27, 34, 35, and 36; T43S, R15W, SLB&M

LEGAL DESCRIPTION
Desert Canyons Boundary

Beginning at the Northwest Corner of Section 27, Township 43 South, range 15 West, Salt Lake Base and Meridian; said point being the POINT OF BEGINNING;

Thence running along the North Section Line of Section 27, South 88°44'29" East, 1,981.30 Feet; thence leaving said Section line South 24°33'54" West, 2,429.64 Feet; thence South 65°26'06" East, 981.62 Feet; thence South 24°02'57" West, 352.26 Feet; thence South 65°48'31" East, 2,007.19 Feet; thence North 24°33'54" East, 3,338.59 Feet; thence South 88°49'13" East, 2,968.49 Feet; thence North 39°22'33" West, 867.31 Feet to a point on the Northerly Section Line of Section 26; thence running along said Section Line, South 88°49'36" East, 564.01 Feet to the North One-Quarter Corner of Section 26; thence running along the North Section Line of Section 26, South 88°52'03" East, 2,641.93 Feet to the Northeast Corner of Section 26; thence running along the North Section Line of Section 25, South 88°50'19" East, 2,638.35 Feet to the North One-Quarter Corner of Section 25; thence running along the North Section Line of Section 25, South 88°50'25" East, 2,638.80 Feet to the Northeast Corner of Section 25; thence running along the East Section Line of Section 25, South 01°09'47" West, 2,642.41 Feet to the East One-Quarter Corner of Section 25; thence running along the East Section Line of Section 25, South 01°11'15" West, 2,311.62 Feet; thence leaving said Section Line North 88°50'01" West, 658.56 Feet; thence South 01°10'16" West, 330.25 Feet to a point on the Southerly Section Line of Section 25; thence running along said Section Line, North 88°50'05" West, 1,975.41 Feet to the South One-Quarter Corner of Section 25; thence running along the South Section Line of Section 25, North 88°50'05" West, 2,643.07 Feet to the Southwest Corner of Section 25; thence running along the Easterly Section Line of Section 35, South 01°10'49" West, 2,638.51 Feet to the East One-Quarter Corner of Section 35; thence running along the East Section Line of Section 35, South 01°34'56" West, 523.65 Feet to a point on the Utah/Arizona Stateline, said point also being the Southeast Corner of Section 35; thence running along said Stateline on a line projected between Stateline Monument 31m and 30m, North 88°44'59" West, 3,297.50 Feet to Stateline Monument 30m; thence running said Stateline North 88°47'01" West, 5,275.91 Feet to Stateline Monument 29m; thence running along said Stateline North 88°43'59" West, 1,985.51 Feet to the Southwest Corner of Section 34; thence running along the West Section Line of Section 34, North 01°08'39" East, 521.74 Feet to the West One-Quarter Corner of Section 34; thence running along the West Section Line of Section 34 North 01°10'29" East, 2,639.44 Feet to the Northwest Corner of Section 34; thence running along the West Section Line of Section 27, North 01°09'44" East, 2,640.24 Feet to the West One-Quarter Corner of Section 27; thence running along the West Section Line of Section 27, North 01°09'45" East, 2,640.96 Feet to the POINT OF BEGINNING.

Less and Excepting all of the Southern Parkway right-of-way as described by Special Warranty Deed and recorded as Document Nos. 20080018844, 20080018845, 20080018846, 20080018878, 20080018879, and 20080018880 on file with the Washington County Recorder's Office.

Containing 99,719,265 Square Feet or 2,289.23 Acres, more or less.

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2014-08-15 11:02:35**Applicant** Lin Alder**Quick Title** Energy Audit with McKinstry**Subject** Consider approval of an energy investment grade audit agreement with McKinstry Essention, LLC.

Discussion For the past year support services staff have been working with Siemens to determine if it would be in the be interest of the city to consider contracting with an energy performance contractor to perform an investment grade audit on a number of city facilities to see if there where significant savings that could be realized in energy consumption. State law requires that we follow a process in selecting a company rather than just selecting a company based on a preliminary audit of our facilities. We sent out an RFP to four energy performance companies that where on the state's pre-qualified list. Two responded. After reviewing their proposals staff is recommending that we enter into an agreement with McKinstry to do an investment grade audit of select facilities. This agreement does not include any projects that may occur as a result of the audit findings. There is no cost to the city should we decide to pursue cost-saving energy projects with McKinstry based on the audit findings. At that time we will come back to the council with a presentation and the findings before executing an agreement to proceed with reconstruction/improvements to city facilities.

Cost \$0.00**City Manager Recommendation** Recommendation from the city staff is to award this bid to McKinstry for the audit.**Action Taken****Requested by** Marc Mortensen**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2014-08-29 11:09:38**Applicant** Brandon Anderson - Rosenberg Associates**Quick Title** Final Plat - Jiffy Lube**Subject** Consider the Final Plat Approval for "Jiffy Lube at River Road" - a 1 Lot Commercial Subdivision located at 1393 South River Road.**Discussion****Cost** \$0.00**City Manager Recommendation** Housekeeping item as it conforms to the preliminary plat already approved. City policy allows construction to start after preliminary plat approval so the building is nearing completion. Recommend approval.**Action Taken****Requested by** Todd Jacobsen**File Attachments** Jiffy Lube.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** This was heard and approved by the Planning Commission on Aug. 12, 2014.**Attachments** Jiffy Lube.pdf

ITEM 1H (Addendum)

Final Plat

PLANNING COMMISSION AGENDA REPORT: 08/12/2014

FINAL PLAT

Jiffy Lube at River Road

Case No. 2014-FP-036

Request: Approval of an 1 Lot Commercial Subdivision Final Plat

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

Property: Located at 1393 South River Road

Zone: PD-C

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

This Final Plat is ready for Planning Commission's consideration for approval.

